



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (OA/FMDC)  
INVITATION FOR BID (IFB)

IFB NO.: SDA485  
TITLE: Snow & Ice Removal / Groundskeeping Services – St. Louis  
ISSUE DATE: 6/3//09

REQ NO.: FMDC 09-0028  
BUYER: Sue Teeter  
PHONE NO.: (573) 526-4135  
E-MAIL: sue.teeter@oa.mo.gov

RETURN BID NO LATER THAN: WEDNESDAY, JUNE 24, 2009 AT 1:30 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in the OA/FMDC office (301 W High Street, Room 730) by the return date and time.

<p>(U.S. Mail)</p> <p>RETURN BID TO: OFFICE OF ADMINISTRATION or DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION PO BOX 809 JEFFERSON CITY MO 65102-0809</p>	<p>(Courier Service)</p> <p>OFFICE OF ADMINISTRATION DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION 301 WEST HIGH STREET, ROOM 730 JEFFERSON CITY MO 65101-1517</p>
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CONTRACT PERIOD: November 1, 2009 through June 30, 2010

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Office of Administration  
Division of Facilities Management, Design and Construction  
Various OA/FMDC Maintained Facilities  
St. Louis, MO

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements, specifications and the Terms and Conditions contained herein. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	

  

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

## **1. INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Introduction:**

- 1.1.1 This document constitutes an invitation for competitive, sealed bids for the provision of snow, sleet/freezing rain and/or ice (referred to hereinafter as *snow*) removal services and grass mowing, grass string trimming, shrub/bush trimming, mulch application, and chemical application (referred to hereinafter as *groundskeeping services*) as set forth herein.
- 1.1.2 Organization - This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:
- 1) Introduction and General Information
  - 2) Contractual Requirements
  - 3) Bid Submission Information
  - 4) Pricing Pages
  - 5) Exhibits A - G
  - 6) Terms and Conditions

### **1.2 Background Information:**

- 1.2.1 Any bidder interested in touring the grounds and parking lots at the facilities prior to submitting a bid should contact Louis Rucker at (314) 340-6804 to schedule an appointment.
- 1.2.2 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the facility property, including but not limited to lawns, sidewalks, driveways, parking lots, and any other existing condition, factor, or item that may affect or impact the performance of service described and required in the Contractual Requirements.
- 1.2.3 Other than the questions related to the tour, all questions regarding the Invitation for Bid and/or the competitive procurement process must be directed to Sue Teeter of the Office of Administration, Division of Facilities Management, Design and Construction at (573) 522-2283 or sue.teeter@oa.mo.gov

## **2. CONTRACTUAL REQUIREMENTS**

### **2.1 General Requirements for Snow and Groundskeeping Services:**

- 2.1.1 The contractor shall provide snow removal services and/or groundskeeping services when requested on an as needed, if needed basis for the Office of Administration, Division of Facilities Management, Design, and Construction (hereinafter referred to as the *OA/FMDC* or *state agency*) at various locations in St. Louis, Missouri in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- 2.1.3 The contractor must coordinate all services with the designated state agency representative prior to any services being provided by the contractor.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish as required all labor, facilities, equipment, and supplies, including but not limited to sand, salt, ice melt compounds, mulch, fertilizer, crabgrass and weed preventer, and grub and insect control necessary to perform the services required herein.
- 2.1.5 The contractor shall provide snow, sleet, and ice removal services, or groundskeeping services, or both, as specified herein for the facilities listed below by region.

#### **Region 1**

- a. Wainwright State Office Building, 111 N. 7<sup>th</sup> Street, St. Louis, MO
- b. Mill Creek State Office Building, 220 S. Jefferson Avenue, St. Louis, MO
- c. Chouteau & Compton State Office Building, 3101 Chouteau Avenue, St. Louis, MO
- d. South Services Center, 7545 S. Lindbergh Boulevard, St. Louis, MO

#### **Region 1 Alternate**

- e. St. Louis Central Job Service, 4811 Delmar Avenue, St. Louis, MO

#### **Region 2**

- a. North Service Center, 4040 Seven Hills Drive, Florissant, MO
- b. Jennings State Office Building, 8501 Lucas and Hunt Road, Jennings, MO
- c. 9900 Page State Office Building, 9900 Page Ave, St. Louis, MO

#### **Region 3**

- a. Prince Hall Family Support Center, 4411 N. Newstead Avenue, St. Louis, MO

### **2.2 Performance Requirements for Snow Removal Services:**

- 2.2.1 The contractor shall remove snow from walking and/or driving surfaces including, but not limited to parking lots, driveways, sidewalks/street transitions, steps, and/or ramps in a manner that provides maximum safety levels for the state agency, its employees, tenants or visitors, with a priority placed on the immediate road entrances and main facility entrances.
- 2.2.2 The contractor must be available to provide snow removal twenty-four (24) hours a day, seven (7) days a week.

- a. The contractor shall provide the designated state agency representative with a means to communicate with the contractor (e.g. cell phone number) for the time period of November 1 through April 30 of the contract period and any renewal option period.
- 2.2.3 The contractor shall begin providing snow removal services within two (2) hours of the designated state agency representative's request. If the contractor is unable to begin providing snow removal services within two (2) hours due to weather conditions, the contractor must notify the designated state agency representative of the approximate start time.
- a. The majority of snow removal work shall be performed before start of the business (6:00 a.m.) or at night (after 5:00 p.m.) unless weather conditions do not allow for such. This includes removal of snow and application of sand or salt/ice melt compounds to all driving and/or walking surfaces.
  - b. The contractor shall place emphasis on pretreatment and post treatment using the state agency approved chemicals to enable the acceleration of the snow removal process.
  - c. Upon the designated state agency representative's request, the contractor must provide snow removal services.
- 2.2.4 The contractor's services shall include removal of snow by plowing, hand shoveling or sweeping and piling snow from walking and/or driving surfaces, applying sand, salt, and/or ice melt compound needed.
- a. Upon award of contract, the contractor shall visit the state facilities to become familiar with the layout of the walking and/or driving surfaces and the designated locations to pile snow.
  - b. The contractor shall pile plowed snow in the locations as determined and instructed by the designated state agency representative's.
  - c. The contractor shall not leave excessive snow accumulations blocking vehicles.
  - d. The contractor shall give special attention to hills, slopes, parking lot entrances, and driveway ramps, steps and ramps by using extra application of salt/sand.
  - e. The contractor shall remove snow from the sidewalks so as to permit pedestrian traffic to move freely without hazards.
  - f. The contractor shall clean and ensure all designated sidewalks, sidewalks/street transitions, crosswalks, branchwalks, drives, ramps, dumpster areas, entrance doors, steps, etc. are free from blockage by piled snow.
- 2.2.5 The contractor shall use salt or sand on all walking and/or driving surfaces, except as noted in 2.2.6 below and as specified by the state agency.
- 2.2.6 The contractor shall only use ice melt compounds approved by the state agency on the brick walking surfaces located at the Wainwright State Office Building courtyard and the St. Louis Central Job Services Building front entry area.
- 2.2.7 The contractor must provide service in accordance with city ordinances and other applicable laws and regulations, and shall not pile snow on streets or sidewalks.
- 2.2.8 The contractor shall be responsible for any damage to walking and/or driving surfaces and/or other property as a result of the contractor's negligence.

- a. The contractor must not use equipment with steel tracks or other equipment which may cause immediate or later damage to the walking and/or driving surfaces.
  - b. The contractor shall repair any walking and/or driving surface and/or other property damaged by negligent labor or equipment used by the contractor.
- 2.2.9 Immediately upon completion of the service, the contractor should obtain the signature of the designated state agency representative (if available) on a service ticket which verifies the contractor's successful completion of service.
- 2.2.10 The contractor and the designated state agency representative shall mutually agree upon the amount of accumulation of snow. In the event of a conflict, the contractor shall agree and understand that the designated state agency representative shall make the final decision on the amount of accumulation of snow without recourse.
- a. A snow event shall be defined as a single 24-hour period beginning at the inception of the snow fall.
  - b. In the event the contractor has completed the snow removal services pursuant to the designated state agency representative's request but snow continues to fall, the contractor shall conduct an additional snow removal if requested by the designated state agency representative. The contractor's payment for such snow removal services shall be based on the total accumulation of snow during the event, rather than separate payments for the snow accumulation at the time of the individual snow removals.

### **2.3 General Requirements for Groundskeeping Services:**

- 2.3.1 The contractor shall provide groundskeeping services at the request of the designated state agency representative, on an as needed, if needed basis. The contractor shall allow at least five (5) days between each mowing and trimming. The contractor shall understand and agree that in the event there are extended periods of time when conditions are such that the lawns are not growing, the state agency will not request services. The State of Missouri does not guarantee any usage of the contract whatsoever.
- a. The contractor shall respond to the request for groundskeeping services within seventy-two (72) hours of receiving the request from the designated state agency representative.
  - b. The contractor shall provide groundskeeping services on days and times mutually agreed upon by the designated state agency representative and the contractor.
- 2.3.2 The contractor shall provide groundskeeping services in a professional manner in accordance with acceptable professional practices and the highest standards appropriate to promote a healthy lawn and to minimize damage to trees, shrubs, other desired plants, and surrounding property.
- 2.3.3 The contractor shall mow and string trim all lawns for the first time in the spring to two and a half (2 ½) inches in height. The contractor shall mow and string trim all lawns to three (3) inches in height thereafter.
- 2.3.4 The contractor shall remove and properly dispose of all trash, debris, and limbs on the lawn prior to mowing.
- 2.3.5 The contractor shall execute mower turns at different locations on the lawn to minimize bare spots in the lawn.
- 2.3.6 The contractor shall capture grass clippings with a mower bagger when mowing lawns within ten (10) feet of buildings and occupied parking lots; however a mower bagger is not necessary when there are no vehicles in the parking lot.

- a. The contractor shall remove grass clippings from all sidewalks, driveways, and parking lots.
  - b. The contractor shall remove grass clippings from the lawn when a visible trail is left behind the mower.
  - c. The contractor shall remove collected grass clippings from the site and properly dispose of the grass clippings.
  - d. The contractor shall allow short grass clippings that do not form a visible trail to filter down into the turf.
- 2.3.7 The contractor shall apply lawn chemicals including but not limited to fertilizer, crabgrass/weed preventer and/or grub and insect control as requested by the designated state agency representative.
- 2.3.8 The contractor shall apply mulch to areas surrounding all trees, bushes and flower beds each spring at a time agreed upon by the state agency to a minimum depth of two and one-half (2 ½) inches. The old mulch bed should be aerated with a fork to prevent matting. Enough old mulch should be removed to allow a new application of mulch
- a. The contractor shall use oak bark or pine mulch.
  - b. The contractor shall keep mulch away from the base of all plants.
  - c. The contractor shall clean up and dispose of excess mulch after application.
- 2.3.9 The contractor shall provide shrub/bush trimming services as requested by the designated state agency representative.
- a. The contractor shall trim the shrubs/bushes to a height determined by the designated state agency representative.
  - b. The contractor shall remove shrub/bush trimmings from the site and properly dispose of the trimmings.
- 2.3.10 The contractor shall be held responsible for any and all damage to the facilities, lawns, trees, shrubs, other desired plants, surrounding property, and any vehicles parked in state agency parking lots resulting from the contractor's improper use of tools, materials, and equipment and from debris thrown from the mower and/or trimmer during mowing/trimming operations. The contractor shall repair any damage at no cost to the state agency.

## **2.4 Invoicing and Payment Requirements:**

- 2.4.1 Prior to any payments becoming due per the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.
- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:  
<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>
  - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for

payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.oa.mo.gov>.

- 2.4.2 Invoicing – The contractor shall submit an itemized invoice for services provided. The contractor's invoice must identify the service provided (i.e. snow removal or lawn care/maintenance), the applicable firm, fixed price(s) as stated on the Pricing Page, the dates of service, purchase order number, and the contract number. The contractor shall submit invoices to the "bill to" address as specified on the purchase order.
- 2.4.3 Payment Terms – Upon state agency approval of the invoice and the services provided, the contractor shall be paid the applicable firm, fixed price stated on the Pricing Page.
- 2.4.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

## **2.5 Other Contractual Requirements:**

- 2.5.1 Contract - A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the state agency's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
  - a. A notice of award issued by the state agency does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the state agency, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
  - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
  - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the state agency prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.5.2 Contract Period - The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The state agency shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the state agency exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.5.3 Renewal Periods - If the option for renewal is exercised by the state agency, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
  - a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 2.5.4 Termination - The state agency reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to

receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

- 2.5.5 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
  - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
  - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.5.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.
- 2.5.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
  - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
  - c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
  - d. Pursuant to subsection 1 of section 285.530, RSMo no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that:



- 1) the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and
- 2) shall not henceforth be in such violation and
- 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.5.8 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

2.5.9 Authorized Personnel - The contractor understands and agrees that by signing the IFB, the contractor certifies the following:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
  - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
  - 2) Provide to the OA/FMDC the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
  - 3) Submit to the OA/FMDC a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

- 2.5.10 Contractor Status - The contractor represents himself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.5.11 Confidentiality and Security Documents - If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- 2.5.12 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency throughout the effective period of the contract.
- 2.5.13 Commercial Drivers License - The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.
- 2.5.14 For Hire License (Class E) - The contractor and the contractor's drivers who, in the provision of services under the contract: (1) receive pay for driving a motor vehicle transporting 14 or fewer passengers or (2) transport property for pay or as part of their job must have a For Hire License (Class E). The vehicle driven must have 26,000 pounds or less Gross Vehicle Weight Rating (GVWR) or registered weight and not be required to be placarded for hazardous materials.
- 2.5.15 Federal Funds Requirements - The Contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the Contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
1. the percentage of the total costs of the program or project which will be financed with Federal money;
  2. the dollar amount of Federal funds for the project or program; and
  3. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 2.5.16 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.
- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered

Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.

- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.
  - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
  - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

2.5.17 Health Insurance Portability and Accountability Act of 1996 (HIPAA) - The Contractor hereby certifies that he will comply with all of the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein specifically with respect to work performed in any facility occupied by the Department of Mental Health. Information regarding the Department of Mental Health's HIPAA requirements can be found at: [www.dmh.mo.gov/cps/confidentiality/HIPAA.htm](http://www.dmh.mo.gov/cps/confidentiality/HIPAA.htm).

### 3. BID SUBMISSION INFORMATION

#### 3.1 Submission of Bids:

3.1.1 The bidder should include completed Exhibits, forms, and other information concerning the bid (including completed Pricing Pages) with their response.

- a. Delivered bids must be sealed in an envelope or container, and received in the OA/FMDC office located at 301 West High St, Room 730 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the OA/FMDC post office box address or delivered by courier service. However, it shall be the responsibility of the bidder to ensure their bid is in the OA/FMDC office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the OA/FMDC office may be modified by signed, written notice which has been received by the OA/FMDC prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the OA/FMDC office may only be withdrawn by a signed, written notice or facsimile which has been received by the OA/FMDC prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.
- e. Bidders delivering a hard copy bid to OA/FMDC must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- f. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.
- g. The bid should be page numbered.
- h. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the bidder is requested, but not required, to print the bid double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted using printer or other loose leaf paper in a notebook or binder.

3.1.2 Open Records – Pursuant to RSMo 610.021, the bid shall be considered an open record after the bids are opened. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.

- a. Additionally, after a contract is executed or all bids are rejected, the bids are scanned into the OA/FMDC contract records.

- b. In preparing a bid, the bidder should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bids and should limit bid content to items that provide substance, quality of content, and clarity of information.
- 3.1.3 The bidder is cautioned that it is the bidder's sole responsibility to submit necessary information. The State of Missouri is under no obligation to solicit information if it is not included with the bid. The bidder's failure to include completed exhibits, forms, and other requested or required information with the bid, including Pricing and Renewal information, may adversely affect the bid.
- 3.1.4 Questions Regarding the IFB - The bidder and the bidder's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc., to the buyer of record indicated on the first page of this IFB.
- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-751-7277.
  - b. Bidders are advised that any questions received less than ten calendar days prior to the IFB opening date may not be addressed.
  - c. Except as stated below, the bidder and the bidder's agents may not contact any other state employee regarding the IFB, the evaluation, etc., during the solicitation and evaluation process.
    - 1) Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.
    - 2) The bidder may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
    - 3) Bidders and their agents who have questions regarding this matter should contact the buyer.

## **3.2 Bid opening**

- 3.2.1 Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The OA/FMDC will not provide prices or other bid information via the telephone.
- 3.2.2 Bids which are not received in the OA/FMDC office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## **3.3 Evaluation Process**

- 3.3.1 Bids will be reviewed to determine if the bid complies with the mandatory requirements and to determine the lowest responsible and reliable bidder.
- 3.3.2 Separate evaluations shall be conducted for snow removal services and groundskeeping services per region identified herein and awards made accordingly.
- 3.3.3 Low Bid Determination for Snow Removal Services:
- a. Objective Evaluation of Cost – The objective evaluation of cost shall be based on the prices stated on the Pricing Pages to determine the total cost for each region using the total of all of the per occurrence prices for all of the different snow/ice/sleet accumulations and the sand, salt and/or ice melt compound applications for each facility.
    - 1) The evaluation of cost will include the original and any potential renewal periods.

- 2) Cost points shall be computed from the result of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times 200 = \text{Cost evaluation points}$$

- 3) Bidders shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect neither actual nor anticipated usage.

#### 3.3.4 Low Bid Determination for Groundskeeping Services:

- a. Objective Evaluation of Cost – The objective evaluation of cost shall be based on the prices stated on the Pricing Pages to determine the total cost for each region using the following quantities for each facility: Thirty (30) scheduled lawn mowing and trimmings, one (1) mulch application, one (1) shrub/bush trimming, and three (3) applications of lawn chemical applications.

- 1) The evaluation of cost will include the original and any potential renewal periods.
- 2) Cost points shall be computed from the result of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times 200 = \text{Cost evaluation points}$$

- 3) Bidders shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect neither actual nor anticipated usage.

#### 3.3.5 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to 34.165 RSMo, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo.

- a. In order to qualify for the ten bonus points, the bidder must meet the following conditions and provide the following evidence:
  - 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
  - 2) The bidder must use the organization for the blind or sheltered workshop in a manner that will constitute an added value or provide a service required as part of the performance of the contract.
  - 3) The bidder must provide the following information with the bid:
    - ✓ Participation Commitment - The bidder must complete Exhibit A, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is

an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.

- ✓ Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit B, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide; (2) must indicate the organization for the blind/sheltered workshop's commitment to aid the bidder in the performance of the required services and/or provision of the required products (identified by the Invitation for Bid (IFB) number or other identifier) in an amount that must equal the amount specified on the bidder's Participation Commitment Form, Exhibit A; and (3) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

- b. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

- c. The websites for the Missouri Lighthouse for the Blind and the Alaphointe Association for the Blind can be found at the following internet addresses:

<http://www.lhbindustries.com> and <http://www.alphapointe.org>

- d. Commitment – If the bidder's bid is awarded, the participation committed to by the bidder on Exhibit A, Participation Commitment, as verified by the organization for the blind/sheltered workshop's documentation of intent to participate, shall be interpreted as a contractual requirement.

3.3.6 Responsible and Reliability Determination - The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may adversely affect the bid.

- a. Responsibility and Reliability in Experiences:

- 1) The bidder should complete Exhibit C with information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this IFB.
- 2) If references for current and/or previous contracts are not identified in the bid, the state agency may request that the bidder identify one or more references. The state agency must receive the reference(s) within twenty-four hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

#### **3.4 Miscellaneous Submittal Information:**

3.4.1 Missouri Service-Disabled Veteran Business Preference - Any bidder eligible to receive the Missouri service-disabled veteran business preference pursuant to 34.074 RSMo must review and complete Exhibit D, Missouri Service-Disabled Veteran Business Preference, and provide the specified documentation in accordance with the instructions provided therein.

3.4.2 Affidavit of Work Authorization and Documentation - Pursuant to 285.530 RSMo, if the bidder meets the RSMo 285.525 definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the bidder must affirm the bidder's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The bidder should complete and

submit applicable portions of Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization with the bid. The applicable portions of Exhibit E must be submitted prior to an award of a contract.

- 3.4.3 Debarment Certification – The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The bidder should complete and return the attached certification regarding debarment, etc., Exhibit F with the proposal. This document must be satisfactorily completed prior to award of the contract.
- 3.4.4 Miscellaneous Information - The bidder should complete and submit Exhibit G, Miscellaneous Information.
- 3.4.5 Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the state agency. The compliance to conduct business in the state shall include but not necessarily be limited to:
- a. Registration of business name (if applicable)
  - b. Certificate of authority to transact business/certificate of good standing (if applicable)
  - c. Taxes (e.g., city/county/state/federal)
  - d. State and local certifications (e.g., professions/occupations/activities)
  - e. Licenses and permits (e.g., city/county license, sales permits)
  - f. Insurance (e.g., worker's compensation/unemployment compensation)

### **3.5 Contract Award:**

- 3.5.1 Final Determination - Any bid which does not comply with the mandatory requirements of the IFB will not be considered for an award. In addition, the State of Missouri reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the bidder within the past three (3) years, and/or (2) inability of the bidder to document responsible and reliable past performances similar to the services required and/or (3) failure of the bidder to provide a reference(s).
- 3.5.2 The contract will be awarded to the lowest responsive and responsible bidder(s) determined as specified herein.



**4. PRICING PAGE**

**4.1 Snow, Sleet/Freezing Rain, and/or Ice Removal Services** – The bidder must provide a firm, fixed cost per occurrence for providing the required services, all supplies and/or equipment in accordance with the provisions and requirements of this IFB. All cost associated with providing the required services shall be included in the firm, fixed prices.

<b>SNOW, SLEET/FREEZING RAIN AND/OR ICE ACCUMULATION – REGION 1</b>							
<b>Location</b>	<b>0"-2"</b>	<b>2"-4"</b>	<b>4"-6"</b>	<b>6"-8"</b>	<b>8"-10"</b>	<b>10"-12"</b>	<b>Over 12"</b>
Wainwright Building 111 N. 7 <sup>th</sup> Street	\$_____ <b>Line Item 001</b> <i>per occurrence</i>	\$_____ <b>Line Item 002</b> <i>per occurrence</i>	\$_____ <b>Line Item 003</b> <i>per occurrence</i>	\$_____ <b>Line Item 004</b> <i>per occurrence</i>	\$_____ <b>Line Item 005</b> <i>per occurrence</i>	\$_____ <b>Line Item 006</b> <i>per occurrence</i>	\$_____ <b>Line Item 007</b> <i>per occurrence</i>
Mill Creek Building 220 S. Jefferson	\$_____ <b>Line Item 008</b> <i>per occurrence</i>	\$_____ <b>Line Item 009</b> <i>per occurrence</i>	\$_____ <b>Line Item 010</b> <i>per occurrence</i>	\$_____ <b>Line Item 011</b> <i>per occurrence</i>	\$_____ <b>Line Item 012</b> <i>per occurrence</i>	\$_____ <b>Line Item 013</b> <i>per occurrence</i>	\$_____ <b>Line Item 014</b> <i>per occurrence</i>
Chouteau Building 3101 Chouteau Ave.	\$_____ <b>Line Item 015</b> <i>per occurrence</i>	\$_____ <b>Line Item 016</b> <i>per occurrence</i>	\$_____ <b>Line Item 017</b> <i>per occurrence</i>	\$_____ <b>Line Item 018</b> <i>per occurrence</i>	\$_____ <b>Line Item 019</b> <i>per occurrence</i>	\$_____ <b>Line Item 020</b> <i>per occurrence</i>	\$_____ <b>Line Item 021</b> <i>per occurrence</i>
South Service Center 7545 S. Lindbergh Blvd.	\$_____ <b>Line Item 022</b> <i>per occurrence</i>	\$_____ <b>Line Item 023</b> <i>per occurrence</i>	\$_____ <b>Line Item 024</b> <i>per occurrence</i>	\$_____ <b>Line Item 025</b> <i>per occurrence</i>	\$_____ <b>Line Item 026</b> <i>per occurrence</i>	\$_____ <b>Line Item 027</b> <i>per occurrence</i>	\$_____ <b>Line Item 028</b> <i>per occurrence</i>
<b>Alternate 1</b> St. Louis Central Job Services 4811 Delmar	\$_____ <b>Line Item 029</b> <i>per occurrence</i>	\$_____ <b>Line Item 030</b> <i>per occurrence</i>	\$_____ <b>Line Item 031</b> <i>per occurrence</i>	\$_____ <b>Line Item 032</b> <i>per occurrence</i>	\$_____ <b>Line Item 033</b> <i>per occurrence</i>	\$_____ <b>Line Item 034</b> <i>per occurrence</i>	\$_____ <b>Line Item 035</b> <i>per occurrence</i>

<b>SNOW, SLEET/FREEZING RAIN AND/OR ICE ACCUMULATION – REGION 2</b>							
<b>Location</b>	<b>0"-2"</b>	<b>2"-4"</b>	<b>4"-6"</b>	<b>6"-8"</b>	<b>8"-10"</b>	<b>10"-12"</b>	<b>Over 12"</b>
North Service Center 4040 Seven Hills Dr.	\$_____ <b>Line Item 036</b> <i>per occurrence</i>	\$_____ <b>Line Item 037</b> <i>per occurrence</i>	\$_____ <b>Line Item 038</b> <i>per occurrence</i>	\$_____ <b>Line Item 039</b> <i>per occurrence</i>	\$_____ <b>Line Item 040</b> <i>per occurrence</i>	\$_____ <b>Line Item 041</b> <i>per occurrence</i>	\$_____ <b>Line Item 042</b> <i>per occurrence</i>
Jennings Building 8501 Lucas and Hunt Rd.	\$_____ <b>Line Item 043</b> <i>per occurrence</i>	\$_____ <b>Line Item 044</b> <i>per occurrence</i>	\$_____ <b>Line Item 045</b> <i>per occurrence</i>	\$_____ <b>Line Item 046</b> <i>per occurrence</i>	\$_____ <b>Line Item 047</b> <i>per occurrence</i>	\$_____ <b>Line Item 048</b> <i>per occurrence</i>	\$_____ <b>Line Item 049</b> <i>per occurrence</i>
9900 Page Building 9900 Page Avenue	\$_____ <b>Line Item 050</b> <i>per occurrence</i>	\$_____ <b>Line Item 051</b> <i>per occurrence</i>	\$_____ <b>Line Item 052</b> <i>per occurrence</i>	\$_____ <b>Line Item 053</b> <i>per occurrence</i>	\$_____ <b>Line Item 054</b> <i>per occurrence</i>	\$_____ <b>Line Item 055</b> <i>per occurrence</i>	\$_____ <b>Line Item 056</b> <i>per occurrence</i>

<b>SNOW, SLEET/FREEZING RAIN AND/OR ICE ACCUMULATION – REGION 3</b>							
<b>Location</b>	<b>0"-2"</b>	<b>2"-4"</b>	<b>4"-6"</b>	<b>6"-8"</b>	<b>8"-10"</b>	<b>10"-12"</b>	<b>Over 12"</b>
Prince Hall Family Support Center 4411 N. Newstead Ave.	\$_____ <b>Line Item 057</b> <i>per occurrence</i>	\$_____ <b>Line Item 058</b> <i>per occurrence</i>	\$_____ <b>Line Item 059</b> <i>per occurrence</i>	\$_____ <b>Line Item 060</b> <i>per occurrence</i>	\$_____ <b>Line Item 061</b> <i>per occurrence</i>	\$_____ <b>Line Item 062</b> <i>per occurrence</i>	\$_____ <b>Line Item 063</b> <i>per occurrence</i>

**4.2 Sand, Salt and/or Ice Melt Compound Only Applications** – The bidder must provide a firm, fixed cost per occurrence for providing the required services, all supplies and/or equipment in accordance with the provisions and requirements of this IFB. All cost associated with providing the required services shall be included in the firm, fixed prices.

<b>SAND, SALT AND/OR ICE MELT COMPOUND APPLICATIONS – REGION 1</b>				
Wainwright Building 111 N. 7 <sup>th</sup> Street	Mill Creek Building 220 S. Jefferson	Chouteau Building 3101 Chouteau Ave.	South Service Center 7545 S. Lindbergh Blvd.	<b>Alternate 1</b> St. Louis Central Job Services 4811 Delmar
\$ _____ <b>Line Item 064</b> <i>per occurrence</i>	\$ _____ <b>Line Item 065</b> <i>per occurrence</i>	\$ _____ <b>Line Item 066</b> <i>per occurrence</i>	\$ _____ <b>Line Item 067</b> <i>per occurrence</i>	\$ _____ <b>Line Item 068</b> <i>per occurrence</i>

<b>SAND, SALT AND/OR ICE MELT COMPOUND APPLICATIONS – REGION 2</b>		
North Service Center 4040 Seven Hills Dr.	Jennings Building 8501 Lucas and Hunt	9900 Page Building 9900 Page Avenue
\$ _____ <b>Line Item 069</b> <i>per occurrence</i>	\$ _____ <b>Line Item 070</b> <i>per occurrence</i>	\$ _____ <b>Line Item 071</b> <i>per occurrence</i>

<b>SAND, SALT AND/OR ICE MELT COMPOUND APPLICATIONS – REGION 3</b>
Prince Hall Family Support Center 4411 N. Newstead Ave.
\$ _____ <b>Line Item 072</b> <i>per occurrence</i>

**PRICING PAGE CONTINUED**

**4.3 Groundskeeping Services** – If the bidder is proposing to provide Groundskeeping Services, the bidder shall provide firm, fixed prices for the following for providing services including equipment and/or supplies in accordance with the provisions and requirements of this IFB. All cost associated with providing the required services shall be included in the firm, fixed prices.

<b><u>GROUNDSKEEPING – REGION 1</u></b>				
<b>Location</b>	<b>Lawn Mowing and Trimming (includes bagging lawn clippings when necessary)</b>	<b>Mulch Application</b>	<b>Shrub/Bush Trimming</b>	<b>Lawn Chemicals</b>
Wainwright Building 111 N. 7 <sup>th</sup> Street	\$ _____ <b>Line Item 073</b> <i>per occurrence</i>	\$ _____ <b>Line Item 074</b> <i>per occurrence</i>	\$ _____ <b>Line Item 075</b> <i>per occurrence</i>	\$ _____ <b>Line Item 076</b> <i>per application</i>
Mill Creek Building 220 S. Jefferson	\$ _____ <b>Line Item 077</b> <i>per occurrence</i>	\$ _____ <b>Line Item 078</b> <i>per occurrence</i>	\$ _____ <b>Line Item 079</b> <i>per occurrence</i>	\$ _____ <b>Line Item 080</b> <i>per application</i>
Chouteau Building 3101 Chouteau Ave.	\$ _____ <b>Line Item 081</b> <i>per occurrence</i>	\$ _____ <b>Line Item 082</b> <i>per occurrence</i>	\$ _____ <b>Line Item 083</b> <i>per occurrence</i>	\$ _____ <b>Line Item 084</b> <i>per application</i>
South Service Center 7545 S. Lindbergh Blvd.	\$ _____ <b>Line Item 085</b> <i>per occurrence</i>	\$ _____ <b>Line Item 086</b> <i>per occurrence</i>	\$ _____ <b>Line Item 087</b> <i>per occurrence</i>	\$ _____ <b>Line Item 088</b> <i>per application</i>
<b>Alternate 1</b> St. Louis Central Job Services 4811 Delmar	\$ _____ <b>Line Item 089</b> <i>per occurrence</i>	\$ _____ <b>Line Item 090</b> <i>per occurrence</i>	\$ _____ <b>Line Item 091</b> <i>per occurrence</i>	\$ _____ <b>Line Item 092</b> <i>per application</i>

<b><u>GROUNDSKEEPING – REGION 2</u></b>				
<b>Location</b>	<b>Lawn Mowing and Trimming (includes bagging lawn clippings when necessary)</b>	<b>Mulch Application</b>	<b>Shrub/Bush Trimming</b>	<b>Lawn Chemicals</b>
North Service Center 4040 Seven Hills Drive	\$ _____ <b>Line Item 093</b> <i>per occurrence</i>	\$ _____ <b>Line Item 094</b> <i>per occurrence</i>	\$ _____ <b>Line Item 095</b> <i>per occurrence</i>	\$ _____ <b>Line Item 096</b> <i>per application</i>
Jennings Building 8501 Lucas and Hunt Rd.	\$ _____ <b>Line Item 097</b> <i>per occurrence</i>	\$ _____ <b>Line Item 098</b> <i>per occurrence</i>	\$ _____ <b>Line Item 099</b> <i>per occurrence</i>	\$ _____ <b>Line Item 100</b> <i>per application</i>
9900 Page Building 9900 Page Avenue	\$ _____ <b>Line Item 101</b> <i>per occurrence</i>	\$ _____ <b>Line Item 102</b> <i>per occurrence</i>	\$ _____ <b>Line Item 103</b> <i>per occurrence</i>	\$ _____ <b>Line Item 104</b> <i>per application</i>

<b><u>GROUNDSKEEPING – REGION 3</u></b>				
<b>Location</b>	<b>Lawn Mowing and Trimming (includes bagging lawn clippings when necessary)</b>	<b>Mulch Application</b>	<b>Shrub/Bush Trimming</b>	<b>Lawn Chemicals</b>
Prince Hall Family Support Center 4411 N. Newstead Ave.	\$ _____ <b>Line Item 105</b> <i>per occurrence</i>	\$ _____ <b>Line Item 106</b> <i>per occurrence</i>	\$ _____ <b>Line Item 107</b> <i>per occurrence</i>	\$ _____ <b>Line Item 108</b> <i>per application</i>

**4.4 Renewal Option Pricing** - The bidder must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the above pricing for the renewal option years. If a percentage is not stated (e.g. left blank, page not returned, etc.), the state agency shall have the right to execute the option at the same price(s) stated for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **original** contract price, **not** against the previous year's price. A cumulative calculation shall not be utilized.

<b><u>Potential Renewal Period</u></b>	<b><u>Maximum Increase</u></b>		<b><u>Minimum Decrease</u></b>
First Renewal Period	Original Price <b>+</b> _____%	<b>or</b>	Original Price <b>-</b> _____%
Second Renewal Period	Original Price <b>+</b> _____%	<b>or</b>	Original Price <b>-</b> _____%
Third Renewal Period	Original Price <b>+</b> _____%	<b>or</b>	Original Price <b>-</b> _____%

~ Do not complete both a maximum increase and a minimum decrease for the same renewal period. ~

**EXHIBIT A****PARTICIPATION COMMITMENT**

**Organization for the Blind/Sheltered Workshop Participation Commitment** – If the bidder is committing to participation by or if the bidder is a qualified organization for the blind/sheltered workshop, the bidder must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the bidder's bid.

<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>By completing this table, the bidder commits to use of the organization at the greater of either \$5,000 or 2% of the total dollar value of contract</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b>

**EXHIBIT B****DOCUMENTATION OF INTENT TO PARTICIPATE**

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

*~ Copy This Form For Each Organization Proposed ~*

Bidder Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the bidder identified above.*

Indicate appropriate business classification(s):

\_\_\_\_\_ Organization for the Blind

\_\_\_\_\_ Sheltered Workshop

Name of Organization \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

City: \_\_\_\_\_

Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Certification # \_\_\_\_\_

(or attach copy of certification)

Describe the products/services you (*as the participating organization*) have agreed to provide:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Document the amount of participation the bidder has committed to you (*as the participating organization*) for the products/services you are providing:

\_\_\_\_\_ or \_\_\_\_\_  
 \_\_\_\_\_ % of Total Value of Contract  
 \_\_\_\_\_ Total Dollar Amount

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization*

\_\_\_\_\_  
*Date*

**EXHIBIT C****CURRENT/PRIOR EXPERIENCE**

The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder and subcontractor's current/prior experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Bidder Name or Subcontractor Name:</b> _____	
<b>Reference Information (Current/Prior Services Performed For:)</b>	
Name of Reference Company:	
Address of Reference Company <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	
Reference Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone # <input checked="" type="checkbox"/> E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
<p>Description of Services Performed, including whether snow/ice removal services were provided, or lawn maintenance services were provided or both.</p> <p>Also, the bidder should provide information regarding the number and size of the parking lots and the size of the lawn.</p>	

**EXHIBIT D****MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

Pursuant to 34.074 RSMo, the state agency has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

## Definitions:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

**Veteran Information****Business Information**


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 Service-Disabled Veteran's Name, (Please Print)

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 Service-Disabled Veteran Business Name

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*Service-Disabled Veteran's Signature*


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 Missouri Address of Service-Disabled Veteran Business



**EXHIBIT E**  
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**  
**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The bidder/contractor must certify their current business status by completing either Box A or Box B on this Exhibit.**

**Business entity**, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**  
☐ The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under **SDA485/FMDC-09-0028** and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Office of Administration, Division of Facilities Management, Design and Construction) with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
 Authorized Representative's Name  
 (Please Print)

\_\_\_\_\_  
 Authorized Representative's Signature

\_\_\_\_\_  
 Company Name (if applicable)

\_\_\_\_\_  
 Date

**EXHIBIT E, continued****BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

\_\_\_\_\_  
Authorized Business Entity  
Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

As a business entity, the bidder/contractor must perform/provide the following. The bidder/contractor should check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division; (if the signature page of the of the MOU lists the bidder's/contractor's name, then no additional pages of the MOU must be submitted); AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT E, continued****AFFIDAVIT OF WORK AUTHORIZATION:**

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to **SDA485/FMDC-09-0028** for the duration of the contract, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to **SDA485/FMDC-09-0028** for the duration of the contract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

**EXHIBIT F****Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative

---

Signature

---

Date

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**EXHIBIT G****MISCELLANEOUS INFORMATION****Outside United States**

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the bidder MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

**Employee Bidding/Conflict of Interest**

Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in bidder's organization:		_____ %

STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION  
**TERMS AND CONDITIONS -- INVITATION FOR BID**

## 1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency/State Agency** means the statutory unit of Missouri state government for which the equipment, supplies, and/or services are being purchased. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the state agency. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Facility** means the specific location identified herein for which the supplies are being solicited.
- k. **Invitation for Bid (IFB)** means the solicitation document issued by the state agency to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- l. **May** means that a certain feature, component, or action is desirable but not mandatory.
- m. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- n. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing this procurement.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** has the same meaning as the word **may**.
- r. **Supplies** means supplies, materials, equipment, contractual services and any and all articles or things, except for utility services regulated under Chapter 393, RSMo.
- s. **Value** includes but is not limited to price, performance, and quality. In assessing value, the state agency may consider the economic impact to the state of Missouri for Missouri products versus the economic impact of products generated from out of state. This economic impact may include the revenues returned to the state through tax revenue obligations.

## 2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state agency.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

## 3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the state agency if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the state agency, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the state agency in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The state agency reserves the right to officially amend or cancel an IFB after issuance.

#### 4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the state agency and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

#### 5. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the OA/FMDC office located at 301 West High St, Rm 730 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the OA/FMDC post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the OA/FMDC office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the OA/FMDC office may be modified by signed, written notice which has been received by the OA/FMDC prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the OA/FMDC office may only be withdrawn by a signed, written notice or facsimile which has been received by the OA/FMDC prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.
- e. Bidders delivering a hard copy bid to OA/FMDC must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- f. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

#### 6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The state agency will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the OA/FMDC office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

#### 7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of bids, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

#### 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the state agency to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the state agency reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the state agency reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The state agency reserves the right to reject any and all bids.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the state agency to the successful bidder. The state agency reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by state agency based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The state agency reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- l. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- m. The final determination of contract award(s) shall be made by state agency.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) state agency's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the state agency prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## 10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state agency.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

## 11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## 12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

## 13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state agency, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.



#### **14. CONFLICT OF INTEREST**

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

#### **15. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

#### **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the state agency may cancel the contract. At its sole discretion, the state agency may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state agency within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state agency will issue a notice of cancellation terminating the contract immediately.
- c. If the state agency cancels the contract for breach, the state agency reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state agency deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

#### **17. COMMUNICATIONS AND NOTICES**

Any notice to the bidder/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the bidder/contractor.

#### **18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state agency immediately.
- b. Upon learning of any such actions, the state agency reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

#### **19. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

#### **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state agency shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state agency until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

#### **21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

#### **22. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

## **23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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